

- A. The parties to this agreement are:
- a. Us Cambridge Airport Cars Limited (the Operator) which offers to provide the services specified in an Order subject to the conditions of hire set out below.
  - b. You (the Hirer) who agrees to accept the services specified in an Order subject to the conditions set out below.

I/We the hirer named above accept this quotation/offer subject to the conditions of hire set out overleaf.

By proceeding with an order you the Hirer agree to proceed subject to the conditions of hire set out below.

## CONDITIONS OF HIRE

### **1 Application**

These conditions apply whether or not a contract of carriage has been entered into as a result of a quotation being offered and accepted or whether a contract has been made verbally in writing or on-line. Reference to a Passenger or Passengers are to a passenger or passengers named in an order and subject to these conditions any additional passenger or passengers which the Operator agrees with the hirer

### **2 Quotations**

Quotations shall be made either:-

- (a) in the form appearing in the Schedule
- (b) verbally if placed on the telephone or
- (c) via an on-line form on the Operator's website; or
- (d) In such other form as the parties may agree and are made subject to a vehicle suiting the hirer's requirements being available at the time of acceptance. Quotations are based on costs prevailing at the time and in accordance with details provided by the hirer. Unless otherwise stated admission charges meals accommodation and parking charges for special events are not included in the quoted price. The acceptance of a quotation by the hirer will create an Order.

### **3 Use of vehicle**

Unless confirmed in writing by the operator the vehicle should not be assumed to remain at any point between the outward and return journeys nor to remain available for the Passenger's incidental use when parked at such points.

**4 Driver's hours and rest periods**

The hours agreed with the operator for the operation of any hire must be strictly observed (other than in the case of serious emergency or diversion) so that current regulations governing drivers' hours and rest periods can be complied with. The operator reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations.

**5 Seating capacity**

The hirer or Passenger must not load any vehicle beyond the number of passengers which it is legally permitted to carry.

**6 Animals**

On a hire no animal may be carried without the prior agreement of the operator.

**7 Confirmation**

Normally written confirmation by the operator is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

**8 Payment**

(a) Any requested deposit must be paid by the date stated and payment in full must be made before the start of the hire unless any other terms have been confirmed by the operator. The operator reserves the right to add interest at the rate of 4% per year above Barclays Bank Base rate with a minimum of 6% a year after the date by which payment should have been made. Except when otherwise stated, all quotations are given net of VAT and hire charges payable pursuant to this agreement will attract VAT at the rate applicable from time to time. The operator will deliver a valid VAT invoice to the hirer or in the case of a credit account on the 15<sup>th</sup> day and the last day of the month in which the order was placed.

(b) Credit accounts should be settled within 30 days if they are not so settled the Operator is entitled to refuse all further orders until the account is settled.

**9 Cancellation by hirer**

In the event of cancellation of an order by the hirer the operator reserves the right to retain any deposit. The hirer shall be liable to the operator for any losses incurred by the operator as a result of the cancellation or part cancellation but not exceeding the full cost of the hiring.

**10 Cancellation by the operator**

In the event of any emergency or force majeure or of any action by the hirer to vary agreed conditions unilaterally the operator may by returning all money paid and without further or other liability cancel the contract.

**11 Route and time variation**

Should a vehicle be detained by the Passenger or taken on a longer journey than that contracted for the operator reserves the right to make an additional charge commensurate with the costs incurred. During the hiring the driver is the sole judge of the reasonableness of any request for a change of route or time. In any event the vehicle(s) will depart at times agreed with the hirer and the operator will not be liable for any loss or injury sustained by any passenger who fails to join a vehicle at the appointed time.

**12 Substitution**

The operator reserves the right to provide a larger vehicle than specified at no additional charge unless any extra seats are used. If extra seats are used an additional charge will be made pro rata to the hire charge. The operator reserves the right to substitute other vehicles (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of similar quality.

**13 Delays**

The operator gives any advice on journey time in good faith but does not guarantee the completion of any journey in any specific time and will not be liable for loss delay or inconvenience caused by the actual time of the journey.

**14 Agency arrangements**

Where the operator hires in vehicles from another operator at the hirer's request and where the operator arranges ancillary facilities such as meals accommodation ferries admission tickets or any other service provided by another supplier it does so as agent for and on behalf of the hirer. Any terms and conditions imposed by such other suppliers through the operator shall be binding on the hirer as if he had directly contracted for such services.

**15 Passengers' property**

The driver is the sole arbiter as to the carriage of passengers' luggage and its storage. The operator will not accept liability for any damage to or loss of any property left on a vehicle by a passenger. All articles of lost property recovered from a vehicle will be held at the depot at which the vehicle is based. All luggage must be securely stowed in the luggage compartment of the vehicle. A passenger may, with the consent of the driver who has absolute discretion in such matters, only keep light hand luggage within the passenger area of the vehicle.

**16 Conduct of passengers**

The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed from a vehicle or prevented from boarding on the driver's authority. The hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hire including the cost of valeting a vehicle if soiled by passengers during the hire.

**17 Carriage of minors**

Child seats or booster seats (together referred to as child seats) are not required for children travelling in hire vehicles within the UK. We may occasionally be able to loan a child seat to a passenger who is travelling with a child. It is a condition of such a loan that:-

- i) The passenger will be responsible to check that the seat is both safe to use and installed correctly within the vehicle.
- ii) It is the passenger's responsibility to ensure that the seat is appropriate for the age, size and any other relevant factors relating to the child.
- iii) A child seat will be supplied subject to availability and the supply does not form part of this agreement.
- iv) Cambridge Airport Cars Limited recommends that passengers supply their own child seats when travelling with children. Cambridge Airport Cars can (subject to a small charge which can be agreed in advance) store such child seats until the passengers' return journey.

**18 Complaints**

Any complaint in respect of the operator's services should be made in writing to the operator's office within 21 days.

**19 Notices**

No bill poster or notice is to be displayed on any vehicle without the consent of the operator.

**20 Surcharges**

When more than 28 days elapse between the hire being booked and its execution the operator reserves the right to pass on any increases in cost as a surcharge but any such surcharge would be limited to a maximum of **5%** of the hire charge.

**21. English law**

This contract is governed by English law.

**The Schedule**

Form of Quotation

To accept, sign and return one copy

Date:

Identity of Passenger:

Journey:

Place of collection:

Outward:

Return:

Time of collection:

Outward:

Return:

Destination:

Outward:

Return:

Time at Destination:

Outward:

Return:

Observations: (insert details of refreshment stops, flight times, etc.)

Type of vehicle:

Number of passengers:

Special terms: